



**SOLICITATION NO. 98-SI-30-12470  
TOTAL SMALL BUSINESS SET-ASIDE**

**RECONDITION GENERATOR HEAT EXCHANGERS  
FOR GENERATOR N6**

**HOOVER DAM POWERPLANT**

**BOULDER CANYON PROJECT  
ARIZONA - NEVADA**

**LOWER COLORADO REGIONAL OFFICE  
BOULDER CITY, NEVADA**



**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**1998**

**[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)**

**BID SUBMITTAL DOCUMENTS**

Before sealing your bid in the mailing envelope, please take a moment to check the following:

- \_\_\_\_\_ In Section A (Standard Form 33), is it completely filled out?
  - \_\_\_\_\_ Have you called the Contracting Office at (702) 293-8588 to verify the number of Amendments that have been issued?
  - \_\_\_\_\_ Have you provided an acceptance period of 60 days or greater in Item 12?
  - \_\_\_\_\_ Have you filled out Item 14 acknowledging receipt of all the amendments?
  - \_\_\_\_\_ Have you signed and dated your bid in Items 17 and 18?
  
- \_\_\_\_\_ In Section B (Bid Schedule), have you accurately completed it?
  - \_\_\_\_\_ Is the unit price extended correctly?
  - \_\_\_\_\_ Is the total for the schedule correct?
  - \_\_\_\_\_ Have you initialed all changes and erasures?
  
- \_\_\_\_\_ In Section F (Deliveries or Performance), have you provided at least the minimum required time for delivery?
  
- \_\_\_\_\_ In Section G (Contract Administration Data), have you furnished all required information?
  
- \_\_\_\_\_ In Section K (Representations & Certifications), have you completely filled out all applicable blanks?
  - \_\_\_\_\_ Have you provided your Taxpayer Identification Number (TIN)? [*page K-3*]
  - \_\_\_\_\_ Have you completed the small business certification? [*page K-6*]
  - \_\_\_\_\_ Have you completed the bidder responsibility data required, by supplying references and their telephone numbers for all contracts performed during the last year? [*page K-11*]
  
- \_\_\_\_\_ If mailing your bid by other than the U.S. Postal Service (i.e., UPS, Federal Express, etc.):
  - \_\_\_\_\_ Have you allowed sufficient time for the bid to be received?
  - \_\_\_\_\_ Have you used our street address of: Bureau of Reclamation, Lower Colorado Region, 400 Railroad Avenue (Attn: LC-3116), Boulder City, Nevada 89005?
  
- \_\_\_\_\_ If mailing your bid using the U.S. Postal Service:
  - \_\_\_\_\_ Have you used our mailing address of: Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470 (Attn: LC-3116), Boulder City, Nevada 89006-1470?
  - \_\_\_\_\_ Have you obtained a hand-canceled receipt from the Post Office showing the date and time of mailing?

The above topics are items that are frequently overlooked by bidders, and need to be considered to ensure proper receipt of your bid and bid responsiveness. Please note that this list is not comprehensive. Bidders are cautioned to carefully review the solicitation and all instructions contained therein. If you have questions regarding any of the above, please contact Ms. Caryn Rotheim, Procurement Technician, at (702) 293-8588.

RECONDITION HEAT EXCHANGERS FOR GENERATOR N6  
LOWER COLORADO DAMS FACILITIES OFFICE  
HOOVER DAM POWERPLANT  
BOULDER CANYON PROJECT  
ARIZONA -- NEVADA

FOREWORD

The work to be performed under this solicitation consists of reconditioning eight (8) heat exchangers from Generator N6 at the Hoover Dam Powerplant. The heat exchangers to be reconditioned have been removed from the generator as part of the total overhaul of the unit.

The heat exchangers are located in storage at the Hoover Dam Central Warehouse yard, approximately 7 miles northeast of Boulder City, Nevada, in Clark County.

The principal features of the work include the following:

- a. Loading and transporting the heat exchangers from the Hoover Dam Central Warehouse to the Contractor's facilities and return upon completion of the work.
- b. Replacing all cooling tubes and fins.
- c. Cleaning and reconditioning the heat exchanger water boxes, cover plates, and fixed and floating tube sheets.
- d. Removing existing paint from the exterior portion of the heat exchanger water boxes and cover plates and from all structural support framing and bracing. Applying new coats of paint as specified for the exterior of the heat exchanger water boxes and cover plates, and for all structural support framing and bracing.
- e. Furnishing and installing all necessary gaskets.
- f. Reassembling units.
- g. Performing pressure tests at the Hoover Dam Central Warehouse facility prior to final acceptance.

**CAUTION:** This solicitation is subject to the provisions of the Service Contract Act. Wage rate determinations have been obtained for the following localities (see paragraph J.3 WBR 1452-222.900 Applicable Wage Rate Determination):

State	County(ies)
Arizona	Maricopa, Mohave, and Pima
California	Orange, Los Angeles, Riverside, and San Diego
Colorado	Rio Grande
Florida	Franklin and Sarasota
Nevada	Clark, Esmeralda, Lincoln, and Nye
New Mexico	Lea
Oregon	Clackamas
Texas	Harris, Travis, and Tarrant

If the bidder's intended place of performance is outside the geographical location for which wage rates have been obtained, it is the bidder's responsibility to contact the contracting office and request a wage determination for the intended place of performance. The contracting officer will request wage determinations for additional places or areas of performance if asked to do so, in writing, by 4:00 p.m., PST, November 27, 1998. This solicitation will be amended to include all requested wage determinations and, if necessary, the time for submission of bids may be extended.

If the successful bidder did not make a timely request for a wage determination and will perform in a place of performance for which the contracting officer therefore did not request a wage determination, the contracting officer will (1) award the contract; (2) request a wage determination; and (3) incorporate the wage determination in the contract, retroactive to the date of contract award and with no adjustment in contract price, pursuant to the clause I.5 at 52.222-49, Service Contract Act - Place of Performance Unknown.

**PROSPECTIVE BIDDERS ARE STRONGLY URGED TO INSPECT AND DETERMINE THE EXISTING CONDITION OF THE HEAT EXCHANGERS. PROSPECTIVE BIDDERS DESIRING TO INSPECT THE HEAT EXCHANGERS SHOULD CONTACT MR. DON BADER, FIELD ENGINEER, LOWER COLORADO DAMS FACILITIES OFFICE, HOOVER DAM, ARIZONA - NEVADA, AT TELEPHONE NO. (702) 293-8248 OR BY E-MAIL TO [dbader-ibr34hd@lc.usbr.gov](mailto:dbader-ibr34hd@lc.usbr.gov), TO ARRANGE FOR AN APPOINTMENT.**

**FOR DATE AND PLACE OF BID OPENING, SEE "SOLICITATION, OFFER, AND AWARD," STANDARD FORM 33, FOLLOWING THE "TABLE OF CONTENTS."**

**Documents for this solicitation are also available from our web site at the following address:**

**<http://www.lc.usbr.gov/~g3100/svc12470.html>**

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<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE 10 OF 212 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 98-SI-30-12470		4. TYPE OF SOLICITATION [ X ] SEALED BID (IFB) [ ] NEGOTIATED (RFP)		5. DATE ISSUED November 13, 1998		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, Nevada 89006-1470			CODE LC-3114 <a href="http://www.lc.usbr.gov/~g3100/">http://www.lc.usbr.gov/~g3100/</a>		8. ADDRESS OFFER TO (If other than Item 7) If Offer is Express Mailed, Deliver To: (If Offer is Hand-Carried, See Item 9) Bureau of Reclamation 400 Railroad Avenue (Attn: LC-3111) Boulder City, Nevada 89005				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if HAND CARRIED, in the depository located in <b>Room AA-104 of the Annex Building, Nevada Highway &amp; Park Street, Boulder City, Nevada 89005</b> until <b>2:00 p.m.</b> local time <b>December 15, 1998</b> .									
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Sherry Gossett			B. TELEPHONE (NO COLLECT CALLS) AREA CODE (702) NUMBER 293-8653 EXT.			C. E-MAIL ADDRESS <a href="mailto:sgossett@lc.usbr.gov">sgossett@lc.usbr.gov</a>	
<b>11. TABLE OF CONTENTS</b>									
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		D-U-N-S No. _____				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM 24	
24. ADMINISTERED BY (If other than Item 7) CODE LC-3114 Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470			25. PAYMENT WILL BE MADE BY CODE D-7734 Bureau of Reclamation, Reclamation Service Center Finance and Accounting Services P.O. Box 25508 Denver CO 80225-0508						
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable						STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR 48 CFR 53.214(c)			

## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 WBR 1452.214-908 THE REQUIREMENTS--BUREAU OF RECLAMATION-- LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Bidders are cautioned to carefully review the bid submission requirements contained in Section L. Failure to comply with these requirements may result in a bid being declared nonresponsive.

(c) Bids will be considered for award on the following schedule in Paragraph B.2, but no bid will be considered for award for only a part of the schedule. Bids for only a part of the schedule will be considered nonresponsive and will be rejected.

(d) No drawings or descriptive literature are required to be submitted with the bid.

### B.2 THE SCHEDULE

ITEM No.	SUPPLIES/SERVICES	QUANTITY AND UNIT	UNIT PRICE	TOTAL PRICE
1.	Reconditioning Generator Heat Exchangers	8 each	\$_____	\$_____
<b>TOTAL COST FOR SCHEDULE</b>				<b>\$_____</b>

## SECTION C - STATEMENT OF WORK/SPECIFICATIONS/WORK STATEMENT

### SUBSECTION C.1 - GENERAL REQUIREMENTS

#### C.1.1. The Requirement

It is required there be furnished and delivered complete in accordance with the contract provisions and clauses, these specifications, including the drawings listed in Section J hereof, Reconditioning Generator Heat Exchangers for Generator N6, Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, Boulder Canyon Project, Arizona-Nevada.

The heat exchangers being reconditioned under these specifications are required for cooling Generator Unit N6 at the above-named installation which is located about 8 miles northeast of Boulder City, Nevada, in Clark County.

The reconditioned heat exchangers will not be installed under this contract. Installation will be accomplished by Bureau of Reclamation personnel as part of the total overhaul of the unit.

#### C.1.2. Description of the Work

The work to be performed consists of reconditioning eight (8) heat exchangers for Generator Unit N6 at Hoover Dam.

Principal features of the work include the following:

- a. Loading and transporting the heat exchangers from the Hoover Dam Central Warehouse to the Contractor's facilities and return upon completion of the work.
- b. Replacing all cooling tubes and fins.
- c. Cleaning and reconditioning the heat exchanger water boxes and cover plates, and the fixed and floating tube sheets.
- d. Removing existing paint from the exterior portion of the heat exchanger water boxes and cover plates and from all structural support framing and bracing. Apply new coats of paint as specified for the exterior of the heat exchanger water boxes and cover plates, and for all structural support framing and bracing.
- e. Furnishing and installing all necessary gaskets.

- f. Reassembling units.
- g. Performing pressure tests at the Hoover Dam Central Warehouse facility prior to final acceptance.

#### C.1.3. Submittal Requirements

a. General.--The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A (List of submittals), and the requirements in the provisions, clauses, and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

b. List of submittals.--Table 1A (List of submittals) lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract. In case of a conflict between the requirements of this paragraph and the requirements included elsewhere in this contract, the requirements elsewhere shall take precedence over the requirements contained in this paragraph.

c. Submittals.--Each item in Table 1A (List of submittals) has been assigned an RSN (Required Submittal Number). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

- (1) CO indicates Contracting Officer.



(2) CE indicates Construction Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

- (1) Reference to Bureau of Reclamation contract number and title.
- (2) Identification of responsible code as shown in the table.
- (3) Complete list of RSN(s) for which material is being submitted.
- (4) For each RSN, number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be labeled with the Bureau of Reclamation contract number, the bidding schedule number, and the item number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment, as well as to fully demonstrate that the product or equipment meets the requirements of these specifications.

Submittals requiring certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 20 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the delivery date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for delivery of the materials or equipment.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 20 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of submittals).

The Contractor shall also send a copy of the transmittal letter to the address listed below that is not sent the submittal.

Submittals shall be sent as required by Table 1A (List of submittals) to:

- (1) Bureau of Reclamation  
Lower Colorado Regional Office  
Contracting Officer, Attn: LC-3114  
P.O. Box 61470  
Boulder City, Nevada 89006-1470

(2) Bureau of Reclamation  
Lower Colorado Dams Facilities Office  
Construction Engineer, Attn: LCD-2000  
P.O. Box 60400  
Boulder City, Nevada 89006-0400

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices bid in the schedules for the applicable items of work requiring the submittals or other items of work.

Table 1A - List of Submittals

RSN	Item	Reference provision, clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	CE	
01	Cleanup and Disposal of Waste Materials	C.3.1.	CE	Plan for removal, containment, and disposal of lead-based paint.	1	1	Not less than 10 days prior to removal of existing paint.
02	Heat Exchangers	C.4.2.c.	CE	1) Certification that each cooling tube supplied has successfully been pressure tested to 200 psi.	0	2	Prior to reassembly of heat exchangers with new cooling tubes.
				2) Certification that each cooling tube supplied has min. wall thickness of 0.049 inches.	0	2	Prior to reassembly of heat exchangers with new cooling tubes
03	Heat Exchangers	C.4.2.d.	CE	Marked drawings for each type of heat exchanger to show any corrections or changes.	0	2	Upon completion of the work and prior to final acceptance.
04	Heat Exchangers	C.4.2.e.	CE	Hydrostatic pressure test for reassembled heat exchangers after delivery to site.	0	2	Within 7 days of testing and prior to final acceptance.
05	Painting Requirements	C.4.3.b.	CE	Documentation (manifest) showing legal disposal of lead based paints removed during surface preparation.	1	2	Within 20 days of removal of lead-based paints and prior to final acceptance.
06	Painting Requirements	C.4.3.d. thru C.4.3.g.	CE	Catalog cut sheet and technical specification sheet for each paint.	0	2	At least 20 days prior to purchase and/or use of paints.
07	Payments (EFT)	I.1 FAR 52.232-33	CO	Payment Information.	1	0	Prior to first request for payment.
08	Shipping Provisions		CE	Shipping lists and notification of expected arrival date/time.	1	1	At least 7 days prior to expected arrival date.

RSN	Item	Reference provision, clause, or paragraph	Responsible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	CE	
09	Release of Claims	I.6 1452.204-70	CO	Release of claims (DI-137) against United States	1	0	After completion of work and prior to final payment

\* CO indicates Contracting Officer and CE indicates Construction Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph entitled "Submittal Requirements."

## SUBSECTION C.2 - MATERIALS AND WORKMANSHIP

### C.2.1. Materials and Workmanship

a. **Materials.**--The words "material" and "materials" as used in these specifications to denote items furnished by the Contractor shall mean equipment, machinery, product(s), component(s), or other item(s) procured under these specifications. All materials furnished by the Contractor shall be new and of the most suitable grade for the purpose intended considering strength, ductility, durability, and best engineering practice.

Except as specified, materials shall conform to Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the specifications or standards of ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), SSPC (Society of Protective Coatings), or other nationally recognized standards organization. If the Contractor proposes to deviate from, or to use materials not covered by, the aforementioned specifications and standards, the Contractor shall submit, for approval, the justification for and exact nature of the deviation, and complete specifications for the materials proposed for use.

Parts shall be made accurately to standard gauge where possible. Threads, including but not limited to those of bolts, nuts, screws, taps, pipes, and pipefittings shall be unified screw threads conforming to ASME B1.1-1989 (ANSI approved) or ASME B1.20.1-1983 (Rev 1992) (ANSI approved). For internal connections only, the Contractor will be permitted to deviate from the ASME standards, provided the Contractor furnishes a complete set of taps and dies as might be required to facilitate repair or replacement.

All fasteners shall be permanently marked with a symbol identifying the manufacturer and with symbol(s) indicating grade, class, type, and other identifying marks in accordance with reference or applicable standards.

b. **Workmanship.**--The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practice and the requirements of these specifications, notwithstanding minor errors or omissions therein.

Liberal factors of safety and adequate shock-absorbing features shall be used throughout designs, especially for parts subjected to variable stress or shock, including alternating or vibrating stress or shock. Shock-absorbing features and parts subject to vibration shall include provisions which prevent components from loosening.

### C.2.2. Materials to be Furnished by the Contractor

- a. General.--The Contractor shall furnish all materials required for completion of the work.

The words "material" or "materials" as used in these specifications to denote items furnished by the Contractor shall be construed to mean equipment, machinery, product, component, or any other item required to be incorporated in the work.

When a separate item which includes the furnishing of any material is provided in the schedules, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for that item. When a separate item is not provided in the schedules for furnishing any material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price bid for the work for which the material is required.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but where because of Government priorities or other causes, materials required by these specifications become unavailable, substitute materials may be used: Provided, That no substitute materials shall be used without prior written approval of the Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices bid in the schedules will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

- b. Inspection of materials.--Materials furnished by the Contractor which will become a part of the completed work shall be subject to inspection in accordance with the clause entitled "Inspection of Supplies" at any one or more of the following locations, as determined by the Contracting Officer: at the place of production or manufacture, at the shipping point, or at the site of the work. To allow sufficient time to provide for inspection, the Contractor shall submit to the Contracting Officer, at the time of issuance, copies in triplicate of purchase orders, including drawings and other pertinent information, covering materials on which inspection will be made as advised by the Contracting Officer, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements under the clause in entitled "Inspection of Supplies," nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the site of the delivery.

### C.2.3. Reference Specifications and Standards

Materials, Contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standard specifications or codes shall be in compliance with the editions or revisions including any amendments or supplements listed in the clause at WBR 1452.211-81. In the event of conflicting requirements between a referenced specification, standard, or code and these specifications, these specifications shall govern.

Unless otherwise specified, all materials that will become a part of the completed work shall be new and shall conform to the Federal or other specifications and standards referred to herein. Where reference specifications numbers are designated throughout these specifications, they refer to Federal Specifications unless otherwise noted. In the event that the materials are not covered by Federal or other specifications, the materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the reference specifications are not specified in these specifications, the material furnished will be acceptable if it is in accordance with any one of the types, grades, or options offered.

Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado. Single copies of Federal Specifications and standards may be obtained without charge from any one of the General Services Administration Business Service Centers. See the provision at FAR 52.211-1, "Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29."

Bureau of Reclamation Standard Material Specifications and Methods of Tests (The M-series documents) may be obtained from the Bureau of Reclamation, Attn: D-8170, P.O. Box 25007, Denver CO 80225.

Other Reclamation publications including manuals and Reclamation's significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). Information regarding availability and pricing may be obtained by contacting NTIS at the following address:



United States Department of Commerce  
National Technical Information Service  
5285 Port Royal Road  
Springfield, Virginia 22161

Telephone No.: 1-800/553-6847  
Faxogram No.: 703/605-6900

Internet: <http://www.ntis.gov>

These addresses may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof shall be considered synonymous with the Bureau of Reclamation.

Addresses for obtaining some industrial and governmental (other than Federal and Bureau of Reclamation specifications and standards) specifications, standards, and codes are listed in the provision at FAR 52.211-3, "Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions."

### SUBSECTION C.3 - ENVIRONMENTAL QUALITY PROTECTION

#### C.3.1. Cleanup and Disposal of Waste Materials

a. General.--The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish. Contractor removed tubing and appurtenances to be disposed of shall be considered waste material. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, state, and local laws and regulations, with applicable requirements of Reclamation's publication "Reclamation Safety and Health Standards," and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.

b. Disposal of hazardous waste and materials.--Materials or wastes, defined as hazardous by 40 CFR 261.3; Federal Standard 313, as amended; or by other Federal, state, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, state, and local laws and regulations.

Concerning removal and disposal of lead-based paint, the Contractor shall submit to the Contracting Officer a written plan covering the sampling, air monitoring, removal procedures, employee certifications, disposal facility used, manifests, and all certificates of disposal. The plan shall be submitted in accordance with Paragraph C.1.3. (Submittal Requirements).

c. Disposal of other nonhazardous waste materials.--

(1) Disposal by removal.--Waste materials to be disposed of by removal from the service area shall be removed prior to completion of the work under these specifications. All materials removed shall become the property of the Contractor.

Waste material shall be dumped only at an approved sanitary landfill. The Contractor shall make any necessary arrangements with private parties and county officials pertinent to locations and regulations of such landfills, and shall pay any fees or charges required for such dumping. In lieu of transporting the old tubing to the landfill and paying disposal fees, the Contractor may recycle the old tubing as scrap metal.

d Cost.--Except as provided above, the cost of cleanup and disposal of waste materials in accordance with this paragraph shall be included in the prices bid in the schedule for other items of work.

## SUBSECTION C.4 - RECONDITION GENERATOR HEAT EXCHANGERS

### C.4.1. Recondition Generator Heat Exchangers, General

The Bureau of Reclamation, Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, has a requirement for the reconditioning of eight (8) generator heat exchangers. These eight (8) heat exchangers have been removed from Generator N6 and are presently in storage in the Hoover Dam Central Warehouse yard, approximately 1.5 miles west of Hoover Dam, Nevada. Large transportation vehicles can easily access this storage area. Upon request, the Government's forklift and/or crane will be made available with an operator for loading the heat exchangers onto a transportation vehicle. The Hoover Dam Central Warehouse facility hours are 6:30 a.m. to 5:00 p.m. (PST), Monday through Thursday.

The Contractor shall transport the eight (8) heat exchangers to its facility, dismantle and replace all cooling tubes and fins, clean the heat exchanger water boxes and cover plates and restore to original dimensions, reassemble, and return the units to the Hoover Dam Central Warehouse. Prior to reassembly, the Contractor shall remove existing paint from the exterior portion of the heat exchanger water boxes and cover plates and from all structural support framing and bracing. The Contractor shall apply new coats of paint as specified for the exterior of the heat exchanger water boxes and cover plates and for all structural support framing and bracing. Prior to final acceptance by the Bureau of Reclamation, the reconditioned heat exchangers shall satisfactorily pass the pressure tests in accordance with the requirements stated below.

The Contractor shall be responsible for packing, loading, and securing the generator heat exchangers prior to removal from the storage site. In addition, the Contractor shall be responsible for any damage that may occur in the handling and transportation of the heat exchangers. These requirements shall be in accordance with Section D (Packaging and Marking) of the solicitation.

### C.4.2. Heat Exchangers

a. General.--The eight (8) heat exchangers are from generators that were manufactured and installed by General Electric (G.E.). It should be noted that the G.E. heat exchangers are interchangeable with other G.E. generators.

The normal operating temperature of the generator stator windings is 60 to 75 degrees Centigrade.

b. Technical Data.--The existing generator heat exchangers are G.E. Surface Air Cooler, catalog no. 8669436 G-2, Type SF. These heat exchangers are a six (6) pass, counter flow, straight tubes with one bell end, 366 tubes, 9'-6" end to end

(9'-4" exposed length) with an outside diameter of 0.625 inch, and a minimum wall thickness of 0.049 inch. The original cooling tubes are a Cupro-nickel alloy (70% Cu, 30% Ni) with copper fins. The cooling fins are approximately 0.012 inch thick and have an installed outside diameter of 1-1/8 inch, with eight (8) fins per inch of tube length. See attached outline Drawing No. T-4936503 for dimensions.

The water boxes and cover plates are a cast bronze or a cupro-nickel alloy material with gasketed integral baffles. The tube sheets are Naval Brass plate. The G.E. heat exchanger has two mild steel tube support sheets at even spacing along the length of the tubing.

c. Materials.--The Contractor shall furnish and install new heat exchanger tubes in eight heat exchangers for Hoover Dam Powerplant. Regardless of the metallurgical composition of the original tubing (i.e. Copper, Cupro-nickel, or Admiralty brass), the new cooling tubes shall be Admiralty brass, ASTM B111-95, C44300. The tubes shall be attached to the tube sheets in a manner as to be free from any leakage. Each tube shall be provided with copper fins, 0.015 inch thick. The copper fins shall be tension-wound and fastened securely to the tube by solder dipping. The molten solder shall be a lead-free material.

The tubing shall be 5/8-inch diameter with one bell end; a minimum wall thickness of 0.049 inch; an overall diameter (tube with fins) of 1-1/8-inch; and a fin thickness of 0.015 inch with 8 fins per inch. The overall length of the tubes are approximately 9'-6".

Prior to ordering the tubing from a supplier, it shall be the responsibility of the Contractor to verify the exact length necessary, the portion of tube to be finned, and the location of the tube support collars.

Prior to placing the fins on the tubes, the supplier shall perform a hydrostatic pressure test on each tube to a pressure of 200 psi. Tubes that leak or can not maintain the pressure will be rejected. In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit documentation and proof that the supplier has successfully pressure-tested each tube. This submittal for the tubing shall also include certification from the supplier that the minimum wall thickness of 0.049 inch has been achieved in all cooling tubes.

All hardware (nuts, bolts and studs) shall be replaced and internal threads cleaned before reassembly. All bolts and studs shall be carbon steel, Grade B, conforming to ASTM A307-97, and the nuts shall be Grade A, heavy hex nuts, ASTM A563-96.

All gaskets shall be non-asbestos and designed for use in water/air heat exchangers and shall seal with no seeping. The gasket shall be fabricated from one continuous piece of gasket material. Splicing or overlapping will not be permitted. Provided it

meets industry standards for this type of heat exchanger, the use of red neoprene rubber gasket material would be acceptable. Using a rubber gasket material with an inner layer of fabric or a vegetable fiber gasket material should be avoided.

d. Reconditioning.--The water boxes, cover plates, and fixed and floating tube sheets shall be reconditioned and returned to original dimensions and tolerances, all sealing surfaces shall be smooth and the six-pass arrangement shall be maintained. Reconditioning may require minor amounts of welding to fill any surface irregularities and/or machining to smooth out any surface irregularities. A method of welding that has been successful for repairs on bronze water boxes is heli-arc or TIG welding with Naval bronze rod.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit marked copies of Drawing No. T-4936503 (G.E.) indicating any changes in the dimensions and notes describing the actual repair work that was performed on each heat exchanger.

e. Delivery and testing.--After the generator heat exchangers have been fully reconditioned, the Contractor shall deliver them to the Hoover Dam Central Warehouse. The Government's forklift and/or crane with an operator will be made available for unloading the heat exchangers.

At the Hoover Dam Central Warehouse, each heat exchanger shall be hydrostatically tested to 75 pounds per square inch gauge (PSIG) for a minimum of 5 minutes or until inspection for potential leaks had been completed. The Contractor shall provide all regulating valves, pressure gauges, and necessary connection pieces to complete the testing. Upon request, the Government will provide the following utilities: 1) Water, delivery pressure varies; 2) Compressed air, up to 200 psi; and 3) Electricity, 110 or 220 volts.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit test data results of all hydrostatic pressure testing, indicating the applied pressures, duration of testing, and any other pertinent data achieved during testing. The test shall demonstrate compliance with the specifications prior to final acceptance of the heat exchangers.

f. Payment.--Payment for reconditioning generator heat exchangers will be made at the unit price bid therefor in the schedule, which price shall include the cost of all labor, equipment, materials, and incidentals required for dismantling and replacing all cooling tubes and fins; cleaning and reconditioning the water boxes and cover plates; replacing miscellaneous hardware and gaskets; reassembling the components of the unit; and painting.

The cost of loading and transporting the generator heat exchangers to and from the Hoover Dam Central Warehouse yard shall be included in the unit price bid in the schedule for reconditioning generator heat exchangers.

The cost of performing and satisfactorily passing the hydrostatic pressure tests on each heat exchanger prior to final acceptance of the work shall be included in the unit price bid in the schedule for reconditioning generator heat exchangers.

#### C.4.3. Painting Requirements

a. Painting.--The exterior metal surfaces, support frame and water boxes, shall be coated with an alkyd primer conforming to Federal Spec. TT-P-645B (1990) and alkyd gloss enamel, low volatile organic content (VOC) conforming to Federal Spec. TT-E-489J (1994). The primer shall be gray in color and the alkyd gloss enamel shall be white in color.

The heat exchangers with the bronze water boxes and cover plates shall be thoroughly cleaned and inspected but will not require additional interior surface coating with epoxies.

b. Surface preparation.--Surface preparation for the exterior metal surfaces, support frame and water boxes shall include removal of all rust scale and foreign substances by scrapping, chipping, wire brushing, grit blasting, commercial grade sandblasting, or other effective means. Commercial grade sandblasting shall be defined as conforming to SSPC-SP10 -- Near-White Blast Cleaning condition.

The existing paint on the exterior metal surfaces, support frame and water boxes shall be treated as a lead based paint. Removal, containment, monitoring, and disposal of waste material shall be performed in accordance with the regulations for disposal of hazardous waste. In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit proof and documentation that these waste materials have been legally disposed of.

Safety and health.--Surface preparation includes media-blasting to bare metal for complete removal of lead based paint and primers. The work area shall be prepared for full containment conditions, including air monitoring, air purification with filters, and worker safety and health monitoring.

All applicable Federal, state, and local requirements shall be followed during the removal of the existing lead-based paints and during the disposal of the hazardous waste debris. This includes the following Code of Federal Regulations (CFR) applicable to the removal, containment, and disposal of lead-based paints.

29 CFR 1910.34	Respiratory Protection
29 CFR 1910.1000	Toxic and Hazardous Substances - Air Contaminants, Permissible Exposure Limits (PEL's)
29 CFR 1910.1020	Employee Access to Exposure and Medical Records
29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.59	Hazard Communication
29 CFR 1926.62	Lead Exposure in Construction; Interim Final Rule
29 CFR 1926.103	Respiratory Protection
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

In case of conflict between reference standards listed above, the more stringent requirement will apply.

d. Alkyd primer.--The composition and physical characteristics shall meet the requirements of Federal Spec. TT-P-645B (1990). The alkyd primer shall be gray in color. Commercial equivalents may also be used.

See the provision in Section L, entitled, 1452.210-901, Potential Sources of Supply, for potential sources of supply which have been determined to meet the salient characteristics of the alkyd primer.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the alkyd primer.

## Composition--

High solids, rust inhibitive, alkyd primer

## Physical Characteristics--

Shelf life (Unopened):	1 year
Recoating time at 77 °F and 50 percent RH:	2 hours, minimum for next coat of primer. 24 hours, minimum before topcoat.
Volume solids:	50 percent, minimum
VOC (as supplied):	3.20 to 3.70 pounds per gallon, maximum
Recommended film thickness:	2.0 mils (dry), minimum
Application method:	Brush, roller, conventional, or airless spray
Minimum temperature for application:	45 °F

e. Alkyd gloss enamel, low VOC.--The composition and physical characteristics shall meet the requirements of Federal Spec. TT-E-489J (1994). The alkyd gloss enamel shall be white in color. Commercial equivalents may also be used.

See the provision in Section L, entitled, 1452.210-901, Potential Sources of Supply, for potential sources of supply which have been determined to meet the salient characteristics of the alkyd gloss enamel.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the alkyd gloss enamel.

## Composition--

Alkyd Industrial Gloss Enamel

## Physical Characteristics--

Shelf life (Unopened):	1 year
Recoating time at 77 °F and 50 percent RH:	12 hours, minimum
Volume solids:	45 percent, minimum
VOC (as supplied):	3.20 to 3.70 pounds per gallon, maximum
Recommended film thickness:	2.0 mils (dry), minimum
Application method:	Brush, roller, conventional, or airless spray



Physical Characteristics--

Minimum temperature for application: 40 °F

- f. Cost.--The cost associated with painting the exterior surfaces of the support frame and water boxes with alkyd primer and alkyd gloss enamel on each heat exchanger shall be included in the unit price bid in the schedule for reconditioning generator heat exchangers.

## SECTION D - PACKAGING AND MARKING

### D.1 WBR 1452.247-900 PREPARATION FOR SHIPMENT AND HANDLING-- BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The Contractor shall prepare all materials and articles for shipment in such a manner as to protect them from damage, and shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.

(b) Heavy or bulky parts or equipment shall be provided with eye bolts, lugs, or other lifting devices to facilitate handling with a crane, and, if necessary, shall be mounted on skids or crated. Where parts are boxed or crated and it is unsafe to attach slings to the box or crate, slings shall be attached to the parts and the slings shall project through the box or crate so that attachment can be readily made. Instructions for handling and lifting all parts, boxes, and crates shall be clearly painted on or attached to the part or crate. Any articles or materials that otherwise might be lost shall be boxed or bundled and plainly marked for identification. All finished ferrous surfaces shall be coated with a rust preventative compound, and all finished nonferrous metalwork and devices subject to damage shall be suitably wrapped or otherwise protected from damage during shipment.

(c) Spare parts shall be packed in moisture-tight containers or covered with moisture tight wrapping and shall be prepared for extended storage at the site.

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.246-2 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
- 52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

## E.2 WBR 1452.223-80 ASBESTOS-FREE WARRANTY--BUREAU OF RECLAMATION (OCT 1992)

- (a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.
- (b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.211-8 TIME OF DELIVERY (JUN 1997) ALTERNATE III (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After the Date of Receipt of a Written Notice of Award
1.	8 ea	120 Calendar Days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After the Date of Receipt of a Written Notice of Award
1.	8 ea	

F.2 WBR 1452.212-901 DELIVERY INFORMATION - LOWER COLORADO DAMS FACILITIES OFFICE--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) All supplies or equipment required under this contract shall be shipped f.o.b., destination to the following address:

Bureau of Reclamation  
 Lower Colorado Dams Facilities Office  
 Hoover Dam Central Warehouse  
 U.S. Highway 93  
 Boulder City, Nevada 89005

(b) Deliveries will be accepted between 7 a.m. to 4:30 p.m., PST, Monday through Thursday. Point of contact for delivery information is Ms. Edith Tucker or Mr. Manuel Montoya, Warehouse Persons, at telephone numbers 702/293-8803 and 702/293-8359, respectively.

F.3 1452.212-908 CONTRACT PERFORMANCE PERIOD--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (AUG 1998)

The performance under this contract shall be for a period of 120 calendar days, commencing on the date of receipt by the Contractor of a contract award.

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.242-900 GOVERNMENT ADMINISTRATION PERSONNEL--  
BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The contracting office representative responsible for overall administration of this contract is:

Ms. Sherry Gossett, Contract Specialist (LC-3114)  
Bureau of Reclamation, Lower Colorado Regional Office  
P.O. Box 61470, Boulder City NV 89006-1470

<i>Phone No.</i>	(702) 293-8653	<i>Fax No.</i>	(702) 293-8499
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*E-mail* sgossett@lc.usbr.gov

G.2 WBR 1452.242-901 CONTRACTOR'S ADMINISTRATION PERSONNEL--  
BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The designated Contractor official who will be in charge of overall administration of this contract is:

*Name:* \_\_\_\_\_  
*Title:* \_\_\_\_\_  
*Address:* \_\_\_\_\_  
*City/State/Zip:* \_\_\_\_\_  

<i>Phone No.:</i>		<i>Fax No.:</i>	
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*E-mail:* \_\_\_\_\_

G.3 WBR 1452.242-902 CONTRACTOR'S PAYMENT PERSONNEL--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (JUL 1998)

The designated Contractor official who may be contacted for bank account and/or payment information is (if different than above):

*Name:* \_\_\_\_\_  
*Title:* \_\_\_\_\_  
*Address:* \_\_\_\_\_  
*City/State/Zip:* \_\_\_\_\_  

<i>Phone No.:</i>		<i>Fax No.:</i>	
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*E-mail:* \_\_\_\_\_

#### G.4 WBR 1452.201-80 AUTHORITIES AND LIMITATIONS--BUREAU OF RECLAMATION (JUL 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.



G.5 WBR 1452.242-80 POSTAWARD CONFERENCE -- BUREAU OF RECLAMATION (JUL 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held via telephone conference call.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.6 WBR 1452.243-80 MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION (JUL 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 WBR 1452.211-81 EFFECTIVE DATES OF REFERENCED SPECIFICATIONS AND STANDARDS--BUREAU OF RECLAMATION (SEP 1997)

Materials, contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standards, specifications, or codes shall be in compliance with the edition or revision date cited below.

REFERENCED SPECIFICATION OR STANDARD	TITLE	EDITION OR REVISION EFFECTIVE DATE
ANSI/ASME B1.1-1989	Unified Inch Screw Threads	1989
ANSI/ASME B1.20.1	Pipe Threads, General Purpose	1983 (Revised 1992)
ASTM A307-97	Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength	1997
ASTM A563-96	Carbon and Alloy Steel Nuts Heavy Hex Nuts	1996
ASTM B111-95, C44300	Copper and Copper Alloy Seamless Condenser Tubes and Ferrule Stock\F Copper, Cupro-nickel, Admiralty brass	1995
SSPC-SP6	Commercial Blast Cleaning	1994
SSPC-SP10	Near-White Blast Cleaning	1994
Federal Spec. TT-P-645B	Alkyd Primer	1990
Federal Spec. TT-E-489J	Enamel, Alkyd, Gloss (Low VOC)	1994
Federal Spec. TT-313	Materials Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities	1996

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.214-26	AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-26	EQUAL OPPORTUNITY (APR 1984)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED  
(MAY 1989)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT  
ACT - PRICE ADJUSTMENT (MAY 1989)

52.223-2 CLEAN AIR AND WATER (APR 1984)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1994)

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
(AUG 1998)

52.225-18 EUROPEAN UNION SANCTION FOR END PRODUCTS  
(JAN 1996)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND  
COPYRIGHT INFRINGEMENT (AUG 1996)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS  
OR PUERTO RICO (APR 1984)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (JUNE 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JUN 1997)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS  
TRANSFER PAYMENT (AUG 1996)

52.233-1 DISPUTES (OCT 1995) ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) ALTERNATE I  
(APR 1984)

52.245-1 PROPERTY RECORDS (APR 1984)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)  
(APR 1984)

52.248-1 VALUE ENGINEERING (MAR 1989) ALTERNATE III  
(APR 1984)

52.249-2 TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (FIXED-PRICE) (SEP 1996)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  
(APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

## I.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee Class	Monetary Wage Hourly Rate	Fringe Benefits Leave	Fringe Benefits Other	Total
Industrial Painter	\$16.33	\$4.08	\$2.86	\$23.27
Sheet Metal Mechanic	\$17.64	\$4.41	\$3.09	\$25.14
Industrial Sandblaster	\$14.98	\$3.75	\$2.62	\$21.35
Machinist	\$17.64	\$4.41	\$3.09	\$25.14
Truck Driver, Tractor-Trailer	\$16.33	\$4.08	\$2.86	\$23.27
Forklift Operator	\$14.29	\$3.57	\$2.50	\$20.36
Sandblaster (Laborer)	\$12.91	\$3.23	\$2.26	\$18.40

## I.3 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 4:00 p.m. PST, November 27, 1998.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.4 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract.)

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number of Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (If none, insert "None")	IDENTIFICATION NO.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.



(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide

one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.7 1452.204-70 RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR  
(JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.8 WBR 1452.214-910 ORDER OF PRECEDENCE - DRAWINGS--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

I.9 WBR 1452.252-901 CLAUSES INCORPORATED BY REFERENCE -  
APPLICABLE ONLY IF CONTRACT PRICE EXCEEDS \$100,000--BUREAU OF  
RECLAMATION--LOWER COLORADO REGION (NOV 1996)

If the contract price exceeds \$100,000, the following clauses are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE  
GOVERNMENT (JUL 1995)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS  
ACT--OVERTIME COMPENSATION (JUL 1995)
- 52.223-6 DRUG-FREE WORKPLACE (JUL 1997)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER  
ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 WBR 1452.214-903 APPLICABILITY OF DOCUMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

## J.2 WBR 1452.214-904 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

Attachment No.	Title	No. of Pages
1	U.S. Department of Labor Service Contract Act Wage Determinations (15 total)	135
2	Drawing(s)	1
3	Release of Claims form (DI 137)	1

## J.3 WBR 1452.222-900 APPLICABLE WAGE RATE DETERMINATION--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Since the place of contract performance is unknown until a contract is awarded, the Bureau of Reclamation has requested and obtained from the Department of Labor, Employment Standards Administration, Wage and Hour Division, Washington, D.C., all available Wage Rate Determinations for the continental United States for the category of employees required to perform the services required under this contract. The available Wage Rate Determinations are listed below by state, number, and areas.

STATE	WAGE RATE DETERMINATION NO.	AREA(S)
Arizona	94-2023	Apache, Coconino, Gila, <b>Maricopa</b> , Navajo, Pinal, and Yavapai Counties
Arizona	94-2025	Cochise, Graham, Greenlee, <b>Pima</b> , and Santa Cruz Counties
Arizona	94-2331	<b>Mohave</b> County
California	94-2047	<b>Los Angeles</b> and <b>Orange</b> Counties

STATE	WAGE RATE DETERMINATION NO.	AREA(S)
California	94-2053	<b>Riverside</b> and <b>San Bernardino</b> Counties
California	94-2057	Imperial and <b>San Diego</b> Counties
Colorado	94-2083	Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, Lake, La Plata, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, <b>Rio Grande</b> , Routt, Saguache, San Juan, and San Miguel Counties
Florida	94-2121	Bay, Calhoun, Escambia, <b>Franklin</b> , Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington Counties
Florida	94-2123	Orange, Osceola, and Seminole Counties
Florida	94-2125	Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, and <b>Sarasota</b> Counties
Nevada	94-2331	<b>Clark</b> , <b>Esmeralda</b> , <b>Lincoln</b> , and <b>Nye</b> Counties
New Mexico	94-2517	Curry, <b>Lea</b> , Quay, Roosevelt, and Union Counties
Oregon	94-2441	<b>Clackamas</b> , Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, and Yamhill Counties
Texas	94-2503	Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette, Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, <b>Travis</b> , and Williamson Counties
Texas	94-2513	Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, <b>Tarrant</b> , and Wise Counties
Texas	94-2515	Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, <b>Harris</b> , Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, and Wharton Counties

(b) Bidders should contact the contracting office to obtain the appropriate Wage Rate Determination for the locality where it intends to perform contract work. Upon request, the applicable Wage Rate Determination will be furnished. Bidders are required to utilize any applicable wage rate determination in establishing the minimum wages required to be paid under this contract. If a Wage Rate Determination does not exist for the location of contract performance, wage rates will be subject to the general requirements of the Service Contract Act.

*Attachment 1*

*U.S. Department of Labor  
Service Contract Act  
Wage Determinations*

*(Not Available Online)*



***Attachment 2***

***Drawing(s)***

***(Not Available Online)***

***Attachment 3***

***Release of Claims Form  
(DI-137)***

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  

---

(Bureau or Office)

Contract Number

Date

**RELEASE OF CLAIMS**

WHEREAS, by the terms of the above-identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor

,

it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$ ), the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this                      day of                      , 19

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Street Number of R.F.D.)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name -- Type or Print)

\_\_\_\_\_  
(Title)

**COMPLETE ONLY IF CONTRACTOR IS A CORPORATION**

I,                      CERTIFY That I am the                      , who  
of the corporation named as contractor herein; that  
signed this release on behalf of the corporation, was then                      of said corporation; and  
that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[Seal]

\_\_\_\_\_  
(Signature)

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT  
OF OFFERORS

(This section will be removed from the contract document)

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  
(APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
..... *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### K.3 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

#### (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

#### (c) Taxpayer Identification Number (TIN).

- ☐ TIN:\_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis.\_\_\_\_\_

## (d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
 (MAR 1996)

## (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

## (i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.



(ii) The Offeror has ( ☐ ) has not ( ☐ ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### K.5 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as [ ☐ ] a corporation incorporated under the laws of the State of \_\_\_\_\_, [ ☐ ] an individual, [ ☐ ] a partnership, [ ☐ ] a non-profit organization, or [ ☐ ] a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

**K.6 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, and Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3443.

(2) The small business size standard is 500 average employees employed by an offeror in the preceding 12 months.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 1002.

(3) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(c) Definitions.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.9 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the equal opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that--

(a) It [ ] has [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### K.14 52.225-1 BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

#### K.15 WBR 1452.209-900 BIDDER RESPONSIBILITY DATA--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
(This section will be removed from the contract document)

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at <http://www.arnet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)
- 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (MAR 1997)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)
- 52.214-9 FAILURE TO SUBMIT BID (JUL 1995)
- 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)
- 52.214-12 PREPARATION OF BIDS (APR 1984)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF  
FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM  
DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial Item Descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
 Specifications Section, Suite 8100  
 470 East L'Enfant Plaza, SW.  
 Washington, DC 20407  
 (Tel. 202-619-8925).  
 Facsimile 202-619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**L.3 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in (c) below may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE/FAX
ANSI	American National Standards Institute	11 West 42nd St., 13th Floor New York NY 10036 Internet: <a href="http://web.ansi.org/">http://web.ansi.org/</a>	212/642-4900 212/302-1286
ASME	American Society of Mechanical Engineers	345 East 47th Street New York NY 10017 Internet: <a href="http://www.asme.org/">http://www.asme.org/</a>	212/705-7722 or 800/843-2763 212/705-7739

ACRONYM	TITLE	ADDRESS	PHONE/FAX
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 Internet: <a href="http://www.astm.org/">http://www.astm.org/</a>	610/832-9500 610/832-9555
SSPC	The Society for Protective Coatings	40 24th Street - 6th Floor Pittsburgh PA 15222-4643 Internet: <a href="http://www.sspc.org/">http://www.sspc.org/</a>	412/281-2331 412/281-9992
USBR	Bureau of Reclamation <sup>1</sup>	Attn: D-8170, P.O. Box 25007 Denver CO 80225 Internet: <a href="http://www.usbr.gov/">http://www.usbr.gov/</a>	303/236-8345

<sup>1</sup> Bureau of Reclamation Standard Specifications

#### L.4 52.233-2 SERVICE OF PROTEST (AUG 1996) DEPARTMENT OF INTERIOR (JUL 1996) (DEVIATION)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

#### L.5 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### L.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.7 WBR 1452.211-80 NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES--BUREAU OF RECLAMATION (MAR 1993)

(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992, as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

#### L.8 WBR 1452.233-80 AGENCY PROCUREMENT PROTESTS--BUREAU OF RECLAMATION (SEP 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.9 WBR 1452.210-901 POTENTIAL SOURCES OF SUPPLY--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) The following is a list of potential sources for the products to be furnished under the specifications paragraph(s) listed below:

(1) Alkyd Primer, Paragraph C.4.3.d.:

1. Devoe Coatings
2. Ameron Coatings
3. Pittsburg Paint

(2) Alkyd Gloss Enamel, Paragraph C.4.3.e.:

1. Devoe Coatings
2. Ameron Coatings
3. Pittsburg Paint

(b) Bidders are hereby advised that the Government provides the above list as a courtesy only and in no way recommends or endorses the above sources of supply.

(c) Bidders are further advised that the list in paragraph (a) above is neither complete nor comprehensive. Bidders are also advised that other sources may be available which can meet the requirements of the solicitation and bidders may utilize any source of supply which fully meets the salient characteristics set forth in the specifications.

L.10 WBR 1452.237-900 ADDITIONAL SITE VISIT CONDITIONS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (NOV 1996)

(a) Offerors or quoters are urged and expected to inspect and determine the existing condition of the heat exchangers and to satisfy themselves regarding all conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the heat exchangers constitute grounds for a claim after contract award.

(b) Each of the eight heat exchangers will be available for inspections by the prospective offerors after issuance of the specifications. The Government will take and schedule appointments for inspections to be conducted anytime between 8:00 a.m. to 3:00 p.m. Pacific time, Monday through Thursday.

(c) Offerors should contact Mr. Don Bader, Field Engineer, Lower Colorado Dams Facilities Office, at telephone number (702) 293-8248 or by e-mail to: [dbader-ibr34hd@lc.usbr.gov](mailto:dbader-ibr34hd@lc.usbr.gov).

SECTION M - EVALUATION FACTORS FOR AWARD  
(This section will be removed from the contract document)

M.1 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

M.2 WBR 1452.214-900 BASIS OF AWARD--BUREAU OF RECLAMATION--LOWER COLORADO REGION (APR 1998)

(a) The Government will evaluate offers based upon the total price bid for the Schedule (see Section B). A contract will be awarded to the responsive, responsible bidder submitting the lowest total bid price for the Schedule.

(b) Award will be made, in accordance with that provision of Section L entitled "Contract Award-Sealed Bidding," to the responsive, responsible bidder submitting the lowest total bid price for the Schedule whose bid is in compliance with all requirements of this solicitation.

(c) The determination of responsibility will be made in accordance with the Federal Acquisition Regulation, Subpart 9.1, Responsible Prospective Contractors.